NOTES OF CASES.

PAYMENT OF EXISTING DEBT WITH EMBEZZLED CURRENCY.—The Supreme Court of the United States has held in *Rankin* v. *Chase* Nat. Bank, 22 Supreme Court Reporter, 372, that one who has, in good faith, received money in payment of an existing debt, cannot be compelled to make repayment because it subsequently appears that such currency had been embezzled by the party who made the payment.

BIBLE READING IN PUBLIC SCHOOLS.—In denying a petition for rehearing, the Supreme Court of Nebraska, in the case of *State* v. *Scheve*, 93 Northwestern Reporter, 169, holds that the law does not forbid the use of the Bible in the public schools, nor did their previous opinion hold to that effect. The question as to whether it is expedient to have the Bible read is one for the school authorities, and the courts may only rightfully interfere where those who are privileged to use it have misused the privilege by attempting to propagate their own peculiar theological or ecclesiastical views and opinions.

CARRIERS—DEFECTIVE TRANSFER TICKET.—That a passenger is not presumed nor bound to know the meaning of the various figures, abbreviations, punch marks, and other mystic symbols found upon the usual transfer ticket, is upheld by the Supreme Court of Indiana, in the case of *Indianapolis St. Ry. Co.* v. *Wilson*, 66 Northeastern Reporter, 950. The court further holds that where a transfer ticket is defective through the mistake or fault of the conductor of the car from which the passenger was transferred, the company is liable for the forcible expulsion of the passenger, and that the burden of ascertaining that the ticket is properly made out is not upon the latter.

BAILMENTS—BATHHOUSE AS BAILEE FOR HIRE OF CUSTOMERS' VALUABLES. The Supreme Court of Nebraska has held, in the case of *Bath Co.* v. *Allen*, 92 Northwestern Reporter, 354, that the keeper of a bathhouse is a bailee for hire of the valuables which customers may deposit at their invitation in places provided by them before using the baths, and that they are therefore liable for the loss of said property, even though no direct charge be made and paid for the care of said valuables. The court cites many interesting cases holding that whatever a person generally carries with him, and which must necessarily be laid aside in a store or other place while making and examining purchases, is presumed to be laid aside by the invitation to come and purchase, and that the care of the property would ordinarily be within the authority of the salesman assigned to wait upon the customer, and would be part of the transaction in which he is authorized to represent his employer.

EQUITY PRACTICE—INJUNCTION AGAINST STRIKERS.—In the case of *Union Pacific R. Co.* v. *Ruef et al.*, 120 Federal Reporter, 102, Judge McPherson clearly sets forth the rights of all parties to a labor strike, and indicates the